

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 94	
2. CONTRACT (Proc. Inst. Ident.) NO. N66001-16-D-0439		3. EFFECTIVE DATE 19 Sep 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300491450			
5. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC BRYAN MANSFIELD, CODE 22560 BRYAN.MANSFIELD@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001		CODE N66001	6. ADMINISTERED BY (If other than Item 5) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	SCD: C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) BOOZ ALLEN HAMILTON INC. DUNS 006928857 8283 GREENSBORO DR MCLEAN VA 22102-3830				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 17038		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$88,611,546.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number N66001-15-R-0096-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER T. M. MCKAMEY / TEAM LEAD, CODE 2256 TEL: 619-553-4541 EMAIL: TODD.MCKAMEY@NAVY.MIL			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED 20B. UNITED STATES OF AMERICA BY  (b)(6) (Signature of Contracting Officer)			20C. DATE SIGNED 19-Sep-2016		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services CPFF Base period of three years. Provide services in accordance with the Statement of Work for the Unrestricted MAC (see Section C) as specified in individual task orders. FOB: Destination PURCHASE REQUEST NUMBER: 1300491450	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Costs (ODC) COST Base period of three years. ODC including but not limited to travel, materials, and equipment. FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data CPFF Base period of three years. Not separately priced. Reports, technical data, and computer software delivery requirements shall be specified through use of a Contract Data Requirements List, DD Form 1423, at the individual task order level. FOB: Destination	1	Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Hardware and/or Prototype Deliverables CPFF	1	Lot		NSP
	Base period of three years. Not separately priced. Provide hardware and/or prototype deliverables in accordance with the Statement of Work for the Unrestricted MAC (see Section C) as specified in individual task orders. FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Services CPFF	1	Lot		(b)(4)
	Option period of two years. Provide services in accordance with the Statement of Work for the Unrestricted MAC (see Section C) as specified in individual task orders. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Other Direct Costs (ODC) COST	1	Lot		(b)(4)
	Option period of two years. ODC including but not limited to travel, materials, and equipment. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Data	1	Lot		NSP
OPTION	CPFF				
	Option period of two years. Not separately priced. Reports, technical data, and computer software delivery requirements shall be specified through use of a Contract Data Requirements List, DD Form 1423, at the individual task order level.				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Hardware and/or Prototype Deliverables	1	Lot		NSP
OPTION	CPFF				
	Option period of two years. Not separately priced. Provide hardware and/or prototype deliverables in accordance with the Statement of Work for the Unrestricted MAC (see Section C) as specified in individual task orders.				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

This clause shall be used in completion task orders

FIXED FEE: \$ __*. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to *** % of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of __* [Contracting officer insert "Cost" or "Funds", as appropriate]," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

* To be determined at the Task Order level.

** To be determined at the Task Order level. The allowable fee percentage will be negotiated at the Task Order level, and shall not exceed the percentage negotiated at the basic contract level.

(End of clause)

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

This clause shall be used in term/level-of-effort task orders. This clause will be completed at the task order level.

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contracting officer insert number of estimated direct labor staff hours]

CLIN

Total Staff-hours
of Direct Labor (X)

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that *[Contracting officer insert number of estimated direct staff hours identified as competitive (uncompensated overtime) hours]* staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than *[Contracting officer insert percentage (usually 105%)]* % of X or not less than *[Contracting officer insert percentage (usually 95%)]* % of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with

O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than [*Contracting officer insert percentage (same as first percentage in subparagraph (d)(1))*] % of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than [*Contracting officer insert percentage (same as second percentage in subparagraph (d)(1))*] % of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$14,285.71. The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

The combined/overall ceiling for all awardees is \$179,638,569.11 (\$105,457,836.66 base and \$74,180,732.46 option); however, no MAC awardee can exceed the value of its contract maximum quantity.

(End of clause)

Section C - Descriptions and Specifications

**STATEMENT OF WORK
FOR
CYBERSPACE SCIENCE, RESEARCH, ENGINEERING AND TECHNOLOGY INTEGRATION
UNRESTRICTED MULTIPLE AWARD CONTRACT (MAC)
25 August 2016**

1.0 INTRODUCTION**1.1 BACKGROUND**

Cyberspace Operations are the employment of cyberspace capabilities where the primary purpose is to achieve objectives in or through the cyberspace domain. This domain is defined by the Secretary of Defense (SecDef) as "a global domain within the information environment consisting of the interdependent network of information technology infrastructures, including the internet, telecommunications networks, computer systems and embedded processors and controllers." The successful execution of Cyberspace Operations requires the integrated and synchronized employment of offensive, defensive, and Department of Defense Information Network (DODIN) operations, underpinned by effective and timely operational preparation of the Operating Environment. Cyberspace Operations missions encompass Offensive Cyberspace Operations (OCO), Defensive Cyberspace Operations (DCO), and DODIN Operations, based on their intent, not on the specific effects created, or the capabilities used. OCO are intended to project power by the application of force in and through cyberspace; they include operations to attack automated systems (e.g., Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR)), and the interaction between the physical, social and biological networks that define human-machine interaction. DCO are intended to defend DoD or other friendly cyberspace domains, including network operations that encompass friendly C4ISR and Information Operations (IO) functions that occur within the cyberspace domain. DODIN Operations are actions taken to design, build, configure, secure, operate, maintain, and sustain DoD communications systems and networks in a way that creates and preserves data availability, integrity, and confidentiality, as well as user/entity authentication, authorization, and non-repudiation. DODIN Operations includes cyber security activities, security engineering, and all other activities and actions taken to ensure the integrity of systems, networks, and nodes that enable friendly use of the cyberspace domain. These missions are planned and executed at all levels of military operations, and commanders use Joint Functions concepts to integrate cyberspace capabilities into operational planning and execution, and to synchronize Cyberspace Operations with other operations and effects within the battlespace.

The Space and Naval Warfare Systems Center, Pacific (SSC Pacific), as the principle Navy Research, Development, Test and Evaluation (RDT&E) and Acquisition Center for C4ISR and IO is responsible for functions that include: mission analysis, assessment and development of technology base, basic and applied research, demonstration of technology, engineering in support of production, support to operating forces; supporting doctrine, policy, and strategy development; and integration of numerous National and Tactical systems in the area of Cyberspace Operations.

Increasingly, SSC Pacific, DoD and other Government customers require advice, assistance, coordination and products necessary to support operational planning, assessment, integration, execution and technology development to assure superiority for the warfighter in the cyberspace domain. Specific activities of interest required to achieve superiority in cyberspace include, but are not limited to:

- Cyberspace Operations (e.g., Offensive, Defensive, DoD Information Network, and ISR, Operational Preparation of the Environment (OPE), and other supporting functions) as they relate to the interdependent network of information technology infrastructures, including the internet, telecommunications networks, computer systems and embedded processors and controllers.
- Offensive Cyberspace Operations (OCO) against automated systems, and the interaction between the physical, social and biological networks that define human-machine interaction.

- Defensive Cyberspace Operations (DCO), includes both active and passive cyberspace defense operations, and utilizes cybersecurity, Security Engineering, and computer network defense measures to protect and defend friendly Naval, Joint and National systems.
- Department of Defense Information Network (DODIN) Operations, including cybersecurity planning, Security and Network Engineering, and Risk Management Framework to provide friendly forces with survivable defended communications and networks to support military operations.
- Cyberspace Intelligence, Surveillance and Reconnaissance (ISR) conducted in support of OCO, DCO and DODIN, and Space Operations mission planning and execution.
- Cyberspace Operational Preparation of the Environment (OPE) conducted in support of OCO, DCO, and DODIN, and Space Operations mission planning and execution.
- Cyberspace Operations Mission Assurance and Mission Planning.
- Cyberspace Situational Awareness (CSSA) and Understanding of the Operational Environment (OE).
- Understanding aspects of human behavior and cognitive functions to influence adversary decision making (e.g., Military Information Support Operations (MISO), and Military Deception (MILDEC)).
- Electronic Warfare (EW) to include Electronic Attack (EA) Electronic Support (ES) and Electronic Protect (EP) in the RF, millimeter wave, and optical environments.
- Electromagnetic Maneuver Warfare (EMW) – the area of EMW is closely related to Cyberspace Operations since cyber quite often flows through the electromagnetic spectrum (EMS) and in some instances can impact the ability of U.S., Allied and Coalition use of it. EMW is defined by OPNAV N2/N6 as, “Navy’s initiative to understand all activity in the spectrum, control our signature, and command the EMS as critical maneuver space. It includes all actions that create combat advantage in and through the EMS by disrupting the adversary’s kill chain while optimizing our own.” As such, EMW will be critical to warfighting in cyberspace.
- Monitoring, analyzing and mitigating Operations Security (OPSEC) vulnerabilities.
- The Joint Functions as they relate to Cyberspace Operations, including:
 - o Command and Control (C2)
 - o Intelligence
 - o Fires/Integrated Fires
 - o Movement and Maneuver
 - o Sustainment
 - o Protection
- Protecting, storing, disseminating and managing information in the realm of cyberspace.
- Ubiquitous Communications and Computing Environment.
- Countermeasures including the capabilities and expertise to develop source identification tools, data management, and methodologies for object correlation and referencing.
- Analytical processing of data, including machine learning techniques, that enable an essential Cyberspace Operations function or capability through features like predictive analysis or automation.
- Modeling, Simulation and Visualization of the future environment in which communications, computing, data, sensors and networks are interoperable, ubiquitous and transparent to humans.
- Understanding networks as a science and developing models which can provide clarity into how networks operate and resist or deter attack.
- Convergence of physical, biological and social networks and how this will effect human interactions and decision cycles.
- Understanding of Joint and Naval Cyberspace Operations Doctrine, and Tactics, Techniques and Procedures (TTP).
- Understanding Cyberspace Operations training objectives and sustainment strategy.
- Understanding **Cyberspace Operations capabilities to include cryptology, cryptography, signals intelligence and analysis, and cybersecurity.**

The work to be conducted under this contract will support SSC Pacific in creating capabilities and providing technical services to support technical and operational activities in the cyberspace domain by the Navy, DoD and other Government agencies.

1.2 SCOPE

The scope of this contract will include efforts to examine the architecture, engineering, functionality, interface and interoperability of Cyberspace Operations systems, services and capabilities at the tactical, operational and strategic levels, to include all enabling technologies. This will include operational exercise design and construction, operations and requirements analysis, concept formulation and development, feasibility demonstrations and operational and technical support. This will include efforts to analyze and engineer operational, functional and system requirements in order to establish national, theater and force level architecture and engineering plans, interface and systems specifications and definitions, and implementation, including hardware acquisition for turnkey systems. Additional efforts will include requirements verification and validation, engineering analysis, technical documentation, software and hardware design and implementation as well as systems integration, test and evaluation and demonstration, and applying a systems engineering approach to development.

Research and development in advanced technology and special technical operations requires periodic Contractor augmentation of a technical or scientific nature to meet technical as well as operational commitments and/or requirements. Contractor support is also required to supplement or provide personnel with specific expertise that is limited or not available at SSC Pacific. Areas of expertise that may be required include, but are not limited to: Cyberspace Operations doctrine/tactics, techniques and procedures (TTP); policy and strategy; operational planning, analysis and intelligence assessment; measures of effectiveness (MOE) and measures of performance (MOP) development and evaluation; electronic warfare; wargaming, modeling and simulation; systems engineering, systems analysis; computer hardware and software engineering and development, implementation and integration; operational research and analysis; communications and networking hardware; protocols; and security.

The work described below is representative of the type of requirements that currently exist or can reasonably be anticipated through fiscal year 2025. Because of the variety of tasks that may be required, specific work efforts will be initiated by means of delivery/task orders which will be issued in accordance with the provisions of this Statement of Work (SOW) and other provisions of the contract.

- Perform basic and applied research in Cyberspace Operations, its enabling technologies, techniques, and theory.
- Design and develop network, system, services and application architectures that support the rapid development and implementation of new technologies and capabilities that reflect the rapidly evolving techniques that characterize cyber attacks.
- Analyze, design, develop, document, integrate, test, install and maintain Cyberspace Operations enabling capabilities.
- Develop, implement, and integrate solution sets that enable a holistic command and control capability, with appropriate underpinning technologies and capabilities that provide for interagency communication and collaboration of cyber activities, and that appropriately support execution in an integrated joint fires framework.
- Serve as the test site (via the SSC Pacific labs and other Government facilities) for interoperability testing among Cyberspace Operations systems, tools, technologies and processes (both existing and new) prior to their introduction into operational environments.
- Serve as Integration, Validation, and Verification (IV&V) site for DoD certification of cyber tools, systems, and capabilities.
- Participate in cyber technology forums.
- Provide operational support to assist in technical and programmatic oversight of Cyberspace Operations enabling systems, programs and functions.
- Provide Systems Engineering and Integration support to improve overall effectiveness of Cyberspace Operations enabling systems, services and functions.
- Demonstrate and evaluate the application of advanced software and hardware concepts and technology to Cyberspace Operations enabling systems and functions.
- Associate information posted in cyberspace to a physical identity and originating location.
- Conduct analyses and systems engineering to develop initiatives in support of emerging Cyberspace Operations requirements.
- Develop capabilities to detect and identify complex, multi-dimensional attacks on an adversary, including precursor activities, and to be able to correlate disparate events with their greater implications to the warfighter.

- Provide computer and network forensic capabilities.
- Perform analysis, algorithm development and implementation, and display for Cyberspace Operations tools and data fusion drawn from various sources of information.
- Provide support for Cyberspace Operations experiments, exercises, and other events.
- Perform analysis of adversarial cyber threat capabilities to develop courses-of-action and response options under a variety of hypothetical scenarios.
- Conduct Cyberspace Operations Modeling and Simulation, wargaming and analysis.
- Perform risk assessment and mitigation planning.

1.3 REFERENCE DOCUMENTS

The following documents were used in the development of this SOW and may be invoked for individual delivery/task orders:

- a. Cyberspace Policy Review, May 2009
- b. U. S. Cyber Operations Policy, Presidential Policy Directive-20 (PDD-20, 2010)
- c. Improving Critical Infrastructure Cybersecurity (Executive Order), 12 Feb 2013
- d. International Strategy for Cyberspace, May 2011
- e. Comprehensive National Cybersecurity Initiative, 2008
- f. The National Security Strategy, February 2015
- g. Department of Defense Strategy for Operations in Cyberspace, May 2011
- h. Director of Central Intelligence Directive 7/3 Information Operations and Intelligence Community Related Activities (U)
- i. DODD O-8530.1 (CND)
- j. DODI O-8530.2 (CND)
- k. DoD Directive O-3600.3, Technical Assurance Standard for Computer Network Attack (CNA) Capabilities, 13 May 2005
- l. DoD Instruction O-3600.03, Technical Assurance Standard for Computer Network Attack (CNA) Capabilities, 22 Apr 2010
- m. CJCSM 6510.01(Series) Cyber Incident Handling Program, 10 Jul 12
- n. Joint Doctrine for Cyberspace Operations, Joint Pub 3-12, 5 Feb 2013
- o. Joint Doctrine for Information Operations, Joint Pub 3-13, 27 Nov 2012
- p. Naval Warfare Publication 3-12, Cyberspace Operations
- q. Naval Warfare Publication 3-13, Navy Information Operations
- r. Naval Warfare Pub 3-63 CNO Vol 1 and 2
- s. NTTP 3.13.x series on Navy IO
- t. SECNAVINST 5239.19 (Series), DON Incident Response/Reporting
- u. SECNAVINST 5000.2 (Series), Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System
- v. NAVSEA Instruction 3900.8A, Human Systems Integration (HSI) Policy in Acquisition and Modernization, 20 May 2005
- w. Joint Force Component Commander-Network Warfare (JFCC-NW) Document, Computer Network Attack Technical Assurance, 2009
- x. JFCC-NW Document, Technical Assurance Evaluation Standards for Evaluated Level of Assurance I, II, III, and IV, 2009
- y. National Institute of Standards and Technology (NIST) Publications
- z. SSC Pacific Organizational Set of Standard Processes (OSSP)
- aa. OPNAVINST F3300.53C (Series), Navy Antiterrorism Program
- bb. DOD 5220.22-M (Series), National Industrial Security Program Operating Manual (NISPOM)
- cc. National Security Decision Directive 298 (Series), National Operations Security Program (NSDD) 298
- dd. DOD 5205.02 (Series), DOD Operations Security (OPSEC) Program
- ee. OPNAVINST 3432.1 (Series), DON Operations Security
- ff. SPAWARINST 3432.1 (Series), Operations Security Policy
- gg. U.S. Cyber Operations Security Classification Guidance 1.0, 18 Jul 2013
- hh. DOD 5200.01, Information Security Program Manual, 24 February 2012
- ii. DoDI 5200.02, DoD Personnel Security Program (PSP), 9 September 2014

- jj. DoD 5220.22-M, DoD Manual – National Industrial Security Program Operating Manual (NISPOM), 28 February 2006
- kk. DoDI 5220.22, DoD Instruction – National Industrial Security Program, 18 March 2011
- ll. DoDI 6205.4, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense, 14 April 2000
- mm. DoDI 8500.01, Cybersecurity, 14 March 2014
- nn. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014
- oo. DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 December 2005 with Change 3 dated 24 January 2012
- pp. DoDD 8140.01, Cyberspace Workforce Management, 11 August 2015
- qq. SECNAV M-5239.2, DON Information Assurance Workforce Management Manual, May 2009
- rr. SECNAV M-5510.30, DON Regulation – Personnel Security Program, 6 October 2006
- ss. SECNAVINST 4440.34, Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN, 22 December 2009
- tt. SECNAVINST 5239.20A, DON Cybersecurity Policy, 2 May 2016
- uu. SECNAVINST 5239.3C, DON Cybersecurity Policy, 2 May 2016
- vv. SECNAVINST 5510.30, DON Regulation – Personnel Security Program, 6 October 2006
- ww. DON CIO Memorandum, Acceptable Use of Department of the Navy Information Technology (IT), 12 February 2016
- xx. SPAWARINST 4440.12, Management of Operating Materials and Supplies (OM&S), Government Furnished Property (GFP), Contractor Acquired Property (CAP), Property, Plant and Equipment (PP&E), and Inventory
- yy. SPAWARINST 5721.1B, SPAWAR Section 508 Implementation Policy, 17 November 2009
- zz. COMUSFLTFORCOM/COMPACFLTINST 6320.3A, Commander US Fleet Forces Command/Commander US Pacific Fleet Instruction, Medical Screening For US Govt Civilian Employees, Contractor Personnel, and Guests prior to embarking Fleet Units, 7 May 2013
- aaa. Navy Telecommunications Directive (NTD 10-11), System Authorization Access Request (SAAR) - Navy

2.0 TECHNICAL REQUIREMENTS

The Contractor shall be required to provide a wide range of expertise supporting full spectrum Cyberspace Operations and enabling activities.

2.1 GENERAL

The Contractor shall provide technical and management services to support SSC Pacific in establishing and maintaining Cyberspace Operations and enabling product lines, programs and projects. The Contractor shall engage in identifying, and developing core technical and functional services in support of full spectrum Cyberspace Operations and enablers. The Contractor shall provide technical and management services that enable rapid development and deployment of new capabilities to conduct Offensive, Defensive, and DODIN Operations and missions on friendly, adversary, and potential adversary networks, systems and services in response to emerging requirements; to develop and deploy holistic systems and tool sets for developing, maintaining, and disseminating comprehensive Cyber Situational/Battlespace Awareness (CS/BA) across the range of military operations; and to provide for Command and Control (C2) of Cyberspace Operations at all levels of war, across all components of the joint services and allied and partner nations. The Contractor shall support the development of tools and processes for developing, maintaining, and increasing Understanding of the Cyberspace Operational Environment. The Contractor shall investigate and research improved techniques and solutions meeting the requirements documents or specifications IAW applicable documents.

2.2 TECHNOLOGY ASSESSMENT, DEVELOPMENT AND TRANSITION

The Contractor shall identify and perform research, analysis, analysis of alternatives (AoA), evaluation, development and test of technologies from industry, academia, and other government organizations, to include Commercial Off-The-Shelf (COTS), Government Off-The-Shelf (GOTS), and open source technologies, for applicability to solving Cyberspace Operations deficiencies and capability gaps, improving existing Cyberspace Operations and enabling capabilities and/or generating new Cyberspace Operations capabilities.

To address the timely challenges of cybersecurity deficiencies, the Contractor shall establish core technology evaluation criteria, metrics, datasets, and test protocols, and build a repository of technology to more easily automate the evaluation process for emerging technologies under consideration for use in cyber infrastructures. Unclassified and classified laboratories with common synthetic data sets, representative of actual data, shall be constructed to enable proper systems engineering analysis and common criteria for comparison, concept refinement, and selection for more advanced analysis and study.

2.2.1 INNOVATIVE TECHNOLOGY ASSESSMENT AND DEVELOPMENT

The Contractor shall identify and analyze innovative technology applicable to problems and opportunities related to Offensive and Defensive Cyberspace Operations (OCO/DCO); Cybersecurity; Cyberspace Operational Assessment (OA), and Cyber Intelligence, Surveillance, and Reconnaissance (ISR).

2.3 REQUIREMENTS ANALYSIS

The Contractor shall perform analyses of existing and emerging Operational and Functional Requirements at the force, theater, Combatant Command (COCOM) and national levels to support the formulation, development and assessment of doctrine, strategy, plans, concepts of operations, and tactics, techniques and procedures in order to provide the full spectrum of Cyberspace Operations and enabling capabilities to the warfighter. This shall include the analysis of Cyberspace Operations organizations including tactics, techniques and procedures to develop new doctrine, operational methodologies and missions, identification of potential threats, vulnerabilities, risks, safeguards, performance indicators and countermeasures. The Contractor shall analyze social and cultural factors and attributes of potential adversaries and cognitive, behavioral, skill, and knowledge requirements derived from these considerations. The Contractor shall also perform feasibility analyses of systems or operational concepts, including a cost/benefit analysis. The Contractor shall research and develop technical analyses and assessment reports for integration of cyber requirements, capabilities and training. The Contractor shall research and develop reports, documents and assessments for mapping naval, theater and joint plans and programs to cyber capability requirements. The Contractor shall perform Cyber Military Utility Assessments (MUA)/Operational Utility Assessments (OUA)₂ to include assessments of cyber warfighting capability and the utility of new and emerging technologies.

2.4 SYSTEMS ENGINEERING

The Contractor shall perform system analysis, architecture, engineering, and integration services at the system, intra/inter-node, force, theater and national levels. The Contractor shall perform analyses of current Cyberspace Operations and enabling capabilities and deficiencies, identify and derive system and sub-system requirements and associated architectures and perform all aspects of systems engineering support required to implement the full spectrum of Cyberspace Operations capabilities and systems. The Contractor shall perform and report technical trade studies which shall lead to the development of new Cyberspace Operations architectures and detailed engineering designs. The Contractor shall utilize a Systems Engineering approach.

2.5 OPERATIONAL AND TECHNICAL SUPPORT

The Contractor shall provide operational and technical support to SSC Pacific Cyberspace Operations and enabling efforts by reviewing and analyzing national security policy and military strategy, including defense transformation and planning guidance, intelligence estimates, threat projections, vulnerability assessments, forensics and other relevant material and activities. The Contractor shall support the production and implementation of comprehensive, long-term, fully-integrated DoD strategies for the application of innovative approaches that supports national security and theater specific operations plans. Incorporating the results of prior planning and strategy development, the Contractor shall support the development of theater focused strategies, concepts of operations, standard operating procedures, rules of engagement, pre-planned responses, and supporting Annexes/Tabs to Combatant Commanders', Joint Force/Service/Functional Component Commanders', and Joint Task Force (JTF) Commanders' Operational and Contingency Plans (OPLAN/CONPLAN). Additionally, the Contractor shall provide technical recommendations that support the development of Memoranda of Understanding/Memoranda of Agreement (MOU/MOA) among theater, national, and global stakeholders. This support shall include preparation for, and presentation of technical briefs.

The Contractor shall provide theater focused full spectrum security test and evaluation activities, to include Blue, Green, White, and Red Team support to provide training, as well as assess vulnerabilities and/or deficiencies of

Cyberspace Operations capabilities to the latest threats emanating from adversaries and other malicious sources, identifying solutions and/or tradeoffs to correct any deficiencies.

The Contractor shall participate in cyber focused forums, boards, conferences, seminars, exercises, and planning sessions.

The Contractor shall provide forensic support of compromised systems as well as captured systems. This support shall include analysis of software, firmware, hardware (analog and digital sections), as well as protective measures including tamper prevention/evidence systems.

2.5.1 SYSTEM TECHNICAL SUPPORT

The Contractor shall provide system and system of systems level security test and evaluation activities, to include Blue, Green, White, and Red Team support to assess vulnerabilities and/or deficiencies of Cyberspace Operations capabilities, identifying solutions and/or tradeoffs to correct any deficiencies.

The Contractor shall provide forensic support of compromised systems as well as captured systems. This support shall include analysis of software and firmware, as well as protective measures.

2.6 EXERCISE AND EXPERIMENTATION SUPPORT

The Contractor shall propose and participate in Exercise and Experimentation (including war gaming) to support the development and assessment of Cyberspace Operations and enabling capabilities and their utility, to identify new tactics, techniques and procedures for the full spectrum of Cyberspace Operations. This shall include all planning, logistics and scheduling and manning requirements for exercises and experiments. Additional requirements include, but are not limited to:

- a) Conduct detailed exercise and experiment design, planning and scheduling, including specification of equipment, platforms, systems (including their configuration), exercise code/scripts, and personnel.
- b) Develop simulation capabilities and/or models for validation of functional operation of Cyberspace Operations and enabling capabilities or activities.
- c) Provide logistics support, including configuration management, quality assurance, reliability/maintainability analysis, material/data control and classification / information security oversight.
- d) Participate in exercise and experiments, observe systems or activity and collect data.
- e) Develop Data Collection and Analysis Plans (DCAP) and support post-exercise/experiment data analysis.
- f) Analyze and reconstruct exercise and experiment data from actual collected information.
- g) Develop Cyberspace Operations training objectives to stimulate training audiences, assess capability shortfalls, and develop Plans of Action and Milestones.
- h) Research, gather data, analyze and develop intelligence and IO concept development and experimentation planning documents and execution planning.

2.6.1 SPECIAL EXERCISE SUPPORT

The Contractor shall participate in Exercises (including war gaming) to support the development and assessment of Cyberspace Operations and enabling capabilities and their utility, to identify new tactics, techniques and procedures for Cyberspace Operations. These requirements include :

- a) Develop simulation capabilities and/or models for validation of functional operation of Cyberspace Operations and enabling capabilities or activities.
- b) Participate in exercise and experiments, observe systems or activity and collect data.
- c) Analyze exercise and experiment data and provide assessments on the results to enable new cyberspace operations capabilities.

2.7 SOFTWARE DEVELOPMENT AND PROTOTYPING

The Contractor shall specify, design, develop, code, test, integrate and document software modules, systems and subsystems to provide new functional capabilities and improve existing Cyberspace Operations and enabling systems. The Contractor shall perform reverse engineering of software components and systems to support

vulnerability and exploitation analysis. The functions to be implemented include the full spectrum of Cyberspace Operations. The Contractor shall adhere to open standards and modern software development methodologies, including what is considered 'best' practices by the industry. The Contractor shall support compliance testing for software system components.

2.7.1 RAPID SOFTWARE DEVELOPMENT AND PROTOTYPING

The Contractor shall design, develop, code, test, integrate and document software modules to provide specialized capabilities related to Offensive and Defensive Cyberspace Operations (OCO/DCO). The Contractor shall perform reverse engineering of software components and systems, including but not limited to, exploits, malicious attachment, malware, and post-exploit tools, to support vulnerability and exploitation analysis. The Contractor shall adhere to open standards and modern software development methodologies, including what is considered 'best' practices by the industry. This also includes rapid prototyping to meet time critical requirements. The Contractor shall support compliance testing for software system components.

2.8 HARDWARE DEVELOPMENT AND PROTOTYPING

The Contractor shall provide hardware engineering support to design, develop, prototype and implement, test, integrate, and document hardware based solutions for the full spectrum of Cyberspace Operations and enabling capabilities. The Contractor shall perform reverse engineering of hardware components and systems to support vulnerability and exploitation analysis. This includes mixed signal integrated circuit design and development. The Contractor shall adhere to modern hardware development and fabrication methodologies, including what is considered 'best' practices by the industry. This also includes rapid prototyping to meet time critical requirements. The Contractor shall support compliance testing for hardware systems and components.

2.9 MODELING AND SIMULATION

The Contractor shall architect, design and develop Modeling and Simulating (M&S) infrastructure and capabilities to investigate systems and their interdependencies, enhance preparedness, protection, response, mitigation, and recovery activities of Cyberspace Operations. The M&S capabilities shall address network contingency analysis, cyber attack analysis, situation assessment, course-of-action analysis and optimization. The M&S shall also support the integration of multiple pre-existing M&S capabilities and the creation of new capabilities. Specific M&S capabilities shall include, as a minimum, the ability to model and simulate at scale and individually:

- Computer systems, software, and networks;
- The interconnection of these systems at the scale of individual subnets, enclaves, service provider, and wide-area networks;
- The propagation, protection, and dynamics of information flows on these simulated systems; and
- Attacks, effects, and remediations in the context of simulated systems, networks, and dynamics.

Additional capabilities may include, but are not limited to:

- Novel environments which are incongruous with the broader internet or commercial uses (i.e. shipboard ICS)
- Tactical networks
- Novel scenarios dealing with military communication systems and cyber-physical systems
- Electromagnetic Maneuver Warfare (EMW)
- Hardened military overlay networks.

The contractor shall ensure that all data can be archived in a standard format and made available to any larger effort.

2.10 TRAINING SUPPORT

The Contractor shall plan, develop, implement, and deliver Cyberspace Operations training plans, educational and training courses, and formal exercises that enable full spectrum Cyberspace Operations capabilities. The Contractor shall provide training at designated locations. Training includes but is not limited to:

- a. Development of formal courseware for classroom delivery;
- b. Delivery of formal courseware to either a training audience or a "train the trainers" audience;
- c. Development of training architectures for structured, multi-expertise level training pathways;
- d. On the job training (OJT);

- e. Informal training conducted in conjunction with technical support, exercises, and operations;
- f. Development of computer based training (CBT) material;
- g. Development of formal training materials and curricula
- h. Development of system specific training.

2.10.1 ENABLING CAPABILITY TRAINING SUPPORT

The Contractor shall plan, develop, and implement Cyberspace Operations training plans and courses that enable offensive and defensive capabilities for Cyberspace Operations. The Contractor shall provide informal training at designated locations. Training support includes, but is not limited to:

- a. On the job training (OJT);
- b. Informal training conducted in conjunction with technical support, exercises, and operations;
- c. Development of computer based training (CBT) material;
- d. Development of formal training materials and curricula;
- e. Development of system specific training.

2.11 SECURITY ENGINEERING/CYBERSECURITY

The Contractor shall provide engineering services to ensure that key management and cryptographic solutions meet the goals and objectives of the DoD cryptographic modernization effort.

The Contractor shall support the development of the security architecture for the Department of the Navy's information infrastructure including but not limited to Consolidated Afloat Network and Enterprise Services (CANES), Navy-Marine Corps Intranet (NMCI), Next Generation Enterprise Network (NGEN), Outside the Continental United States (OCONUS) Naval Enterprise Network (ONE-NET), Joint Information Environment (JIE), and Information Dominance Enterprise Architecture (IDEA).

The Contractor shall provide security engineering services including but not limited to, firewalls, virtual private network devices, intrusion detection/prevention systems, biometrics technologies, wireless technologies, network vulnerability scanning and remediation technologies, cross domain solutions, and DoD PKI. Identity and access management systems, and newer technologies for securing the Cloud and Key Management. The Contractor shall develop vulnerability detection and correction technologies. The Contractor shall develop predictive cyber attack technologies to enable full spectrum Defensive Cyberspace Operations.

The Contractor shall execute all phases of the US Department of Defense Information Assurance Certification and Accreditation Process (DIACAP)/Risk Management Framework (RMF) transformation, conducting all activities in achievement of required authorities to operate. The Contractor shall plan and execute security tests and evaluations and provide a comprehensive risk assessment as part of their individual delivery/task order fulfillment. The Contractor shall support the certification and accreditation (C&A) of programs using DIACAP/RMF, Secret and Below Interoperability (SABI), and Director of Central Intelligence Directive (DCID) 6/3 processes. The Contractor shall also perform analysis related to the development of security test plans, procedures, reports, and assessments.

The Contractor shall develop, implement, and integrate solution sets that enable holistic Cyber Situational Awareness (CSA) Cyber Operations tools to support Command and Control, Computers and Communications, Computers, and Intelligence (C4I) capability, with appropriate underpinning technologies and capabilities that provide for interagency communication and collaboration of cyber activities.

The Contractor shall provide security technical and engineering services for the purpose of supporting SPAWAR as the Navy's Cybersecurity Technical Authority (TA) for National Security Systems (NSS) and Defense Business Systems (DBS) for Navy General Services (GENSER) systems. Cybersecurity TA is applicable to a broad range of NSS and DBS systems to include C4I systems; Business Systems; Weapon Systems; Combat Systems; Hull, Mechanical and Electrical (HM&E) systems; and Aviation and Aviation support systems.

All cybersecurity functions to be performed under this contract will be identified at the task order level in the performance work statement. Task order performance work statements will specify, as applicable, Cybersecurity Workforce category, level, training, and certification requirements for Contractor personnel with privileged access

working in cybersecurity technical environments, cybersecurity management personnel with significant cybersecurity tasks, Computer Network Defense Service Providers (CND-SPs), and cybersecurity systems architects and engineers. Task orders with cybersecurity functions will include a requirement for the Contractor to report cybersecurity certification status and compliance.

2.11.1 SECURITY ENGINEERING SUPPORT AND RAPID PROTOTYPING

The Contractor shall provide security engineering services for development and rapid prototyping of Cybersecurity systems, including but not limited to, firewalls, virtual private network devices, intrusion detection/prevention systems, biometrics technologies, wireless technologies, and network vulnerability scanning and remediation technologies. The Contractor shall support correction of vulnerabilities in the absence of source code. The Contractor shall support development of predictive cyber attack technologies to enable Active Defensive Cyberspace Operations.

2.11.2 CYBERSECURITY RISK MANAGEMENT

The Contractor shall support Government execution of the US Department of Defense Information Assurance Certification and Accreditation Process (DIACAP)/Risk Management Framework (RMF) transformation. The Contractor shall support security tests and evaluations and provide a comprehensive risk assessment as part of their individual delivery/task order fulfillment. The Contractor shall support the certification and accreditation (C&A) of programs using DIACAP/RMF, Secret and Below Interoperability (SABI), and Director of Central Intelligence Directive (DCID) 6/3 processes. The Contractor shall also perform analysis related to the development of security test plans, procedures, reports, and assessments.

2.11.3 INFORMATION TECHNOLOGY SYSTEMS SUPPORT

The Contractor shall provide Information Technology Systems Support to SSC Pacific for Department of Defense classified and unclassified networks, including System Administration; Cybersecurity compliance; network monitoring and intrusion detection and prevention; system security vulnerability assessment and correction; and asset risk assessment.

3.0 SOFTWARE ENGINEERING APPROACH

The contractor shall define a software development approach appropriate for the computer software effort to be performed under this contract. This approach shall be documented in a Software Development Plan (SDP) (see DID No. DI-IPSC-81427A for required format and content). Once defined, the contractor shall follow this SDP for all computer software to be developed or maintained under this contract.

The SDP shall define the offeror's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this contract. In accordance with the framework defined in IEEE/EIA Std. 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Std. 12207 does not prescribe how to accomplish the task, the offeror must provide this detailed information so the Government can assess whether the offeror's approach is viable.

The SDP shall contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, as a minimum, specific standard, methods, tools, action, strategies, and responsibilities associated with development and qualification.

The contractor's software engineering approach shall afford opportunities for input and oversight by the Government.

4.0 CYBERSECURITY COMPLIANCE

Cybersecurity (which replaced the term Information Assurance (IA)) is defined as prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation. Contractor personnel shall perform tasks to ensure Navy applications, systems, and networks satisfy Federal/DoD/DON/Navy cybersecurity requirements.

4.1 CYBER IT AND CYBERSECURITY PERSONNEL

(a) The Cyberspace workforce elements addressed include contractors performing functions in designated Cyber IT positions and Cybersecurity positions. In accordance with DFARS Subpart 239.71, DoDD 8140.01, SECNAVINST 5239.20A, and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking requirements as cited in DoD 8570.01-M prior to accessing DoD information systems. Proposed contractor Cyber IT and cybersecurity personnel shall be appropriately qualified prior to the start of the contract performance period or before assignment to the contract during the course of the performance period.

(b) The contractor shall be responsible for identifying, tracking and reporting cybersecurity personnel, also known as Cybersecurity Workforce (CSWF) and Cyber IT workforce personnel. Reporting requirements will be specified at the task order level. Although the minimum frequency of reporting is monthly, the task order can require additional updates at any time.

(c) Contractors that access Navy IT shall also follow guidelines and provisions documented in Navy Telecommunications Directive (NTD 10-11) and are required to complete a System Authorization Access Request (SAAR) – Navy form.

When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-M-V1, CAC PKI certificates will be associated with an official government issued e-mail address (e.g. .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SSC Pacific Information Assurance Management (IAM) office:

1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/> or <http://iatraining.disa.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Pacific IAM office at phone number (619) 221-5639 or e-mail questions to roc@spawar.navy.mil, for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.
2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Pacific IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted e-mail to roc@spawar.navy.mil.

(d) Contractor personnel with privileged access will be required to acknowledge special responsibilities with a Privileged Access Agreement (PAA) IAW SECNAVINST 5239.20A.

4.2 DESIGN, INTEGRATION, CONFIGURATION OR INSTALLATION OF HARDWARE AND SOFTWARE

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8500.01. The contractor shall ensure that any design change, integration change, configuration change, or installation of hardware and software is in accordance with established DoD/DON/Navy cyber directives and does not violate the terms and conditions of the accreditation/authorization issued by the appropriate Accreditation/Authorization official. Contractors that access Navy IT are also required to follow the provisions contained in DON CIO Memorandum: Acceptable Use of Department of the Navy

Information Technology (IT) dtd 12 Feb 16. Use of blacklisted software is specifically prohibited and only software that is registered in DON Application and Database Management System (DADMS) and is Functional Area Manager (FAM) approved can be used as documented in para 4.2.2. Procurement and installation of software governed by DON Enterprise License Agreements (ELAs) – Microsoft, Oracle, Cisco, Axway, Symantec, ActivIdentity, VMware, Red Hat, NetApp, and EMC shall be in accordance with DON CIO Policy and DON ELAs awarded.

4.3 CYBERSECURITY WORKFORCE (CSWF) REPORT

DoD 8570.01-M and DFAR's PGI 239.7102-3 have promulgated that contractor personnel shall have documented current cybersecurity certification status within their contract. The contractor shall develop, maintain, and submit a CSWF Report as applicable at the task order level. IAW clause DFARS 252.239-7001, if cybersecurity support is provided, the contractor shall provide a Cybersecurity Workforce (CSWF) list that identifies those individuals who are IA trained and certified. Utilizing the format provided at the task order level, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. Additional reporting details and distribution instructions will be specified at the task order level. Contractor shall verify with the COR or other government representative the proper labor category cybersecurity designation and certification requirements.

5.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

According to the FAR, Information Technology (IT) is defined as any equipment or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data of information by the agency. IT includes computers, ancillary equipment, peripherals, input, output, and storage devices necessary for security and surveillance. Electronic and Information technology (EIT) is IT that is used in the creation, conversion, or duplication of data or information. EIT includes: telecommunication products, such as telephones; information kiosks; transaction machines; World Wide Web sites; multimedia (including videotapes); and office equipment, such as copiers and fax machines.

5.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

When applicable, the contractor shall be responsible for the following:

- Ensure that no production systems are operational on any RDT&E network.
- Follow DoDI 8510.01 of 12 Mar 2014 when deploying, integrating, and implementing IT capabilities.
- Migrate all Navy Ashore production systems to the NMCI environment where available.
- Work with government personnel to ensure compliance with all current Navy IT & cybersecurity policies, including those pertaining to Cyber Asset Reduction and Security (CARS).
- Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 12 Mar 2014 prior to integration and implementation of IT solutions or systems.
- Register any contractor-owned or contractor-maintained IT systems utilized on contract in the Department of Defense IT Portfolio Registry (DITPR)-DON.
- Only perform work specified within the limitations of the contract/task order.

5.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES

Contractors recommending or purchasing commercial software products, hardware, and related services supporting Navy programs and projects shall ensure they recommend or procure items from approved sources in accordance with the latest DoN and DoD policies.

5.2.1 DON ENTERPRISE LICENSING AGREEMENT/DOD ENTERPRISE SOFTWARE INITIATIVE PROGRAM

Pursuant to DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22 Feb 12, contractors that are authorized to use Government supply sources per FAR 51.101 shall verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74) and government-wide SmartBuy program (see DoD memo dtd 22 Dec

05). The contractor shall ensure any items purchased outside these programs have the required approved waivers as applicable to the program. Software requirements will be specified at the task order level.

5.2.2 DON APPLICATION AND DATABASE MANAGEMENT SYSTEM (DADMS)

The contractor shall ensure that no Functional Area Manager (FAM) disapproved applications are integrated, installed or operational on Navy networks. The contractor shall ensure that all databases that use database management systems (DBMS) designed, implemented, and/or hosted on servers and/or mainframes supporting Navy applications and systems be registered in DoN Application and Database Management System (DADMS) and are FAM approved. All integrated, installed, or operational applications hosted on Navy networks must also be registered in DADMS and approved by the FAM. No operational systems or applications will be integrated, installed, or operational on the RDT&E network.

5.3 SECTION 508 COMPLIANCE

The contractor shall ensure that all software recommended, procured, and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and pursuant to SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

5.4. SOFTWARE DEVELOPMENT/MODERNIZATION AND HOSTING

The contractor shall ensure all programs utilizing this contract for software development/ modernization (DEV/MOD), including the development of IT tools to automate SSC Pacific business processes are compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate SSC Pacific business processes unless specifically tasked within the task order or contract. The contractor shall ensure IT tools developed to automate SSC Pacific business processes will be delivered with full documentation and source code, as specified at the task order level, to allow non-proprietary operation and maintenance by any source. The contractor shall ensure all programs are submitted with proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to task order award.

5.5 IT POSITION CATEGORIES

Pursuant to DoDI 8500.01, DoD 8570.01-M, SECNAVINST 5510.30, SECNAV M-5239.2, and applicable to unclassified DoD information systems, a designator is assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R, SECNAVINST 5510.30 and SECNAV M-5510.30, three basic DoN IT levels/Position categories exist:

- IT-I (Privileged access)
- IT-II (Limited Privileged, sensitive information)
- IT-III (Non-Privileged, no sensitive information)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The Contractor PM shall assist the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication will be performed Pursuant to DoDI 8500.01 and SECNAVINST 5510.30. Requests for investigation of contractor personnel for fitness determinations or IT eligibility without classified access are submitted by SPAWAR/SSC Atlantic/SSC Pacific Security Office, processed by the OPM, and adjudicated by DOD CAF. IT Position Categories are determined based on the following criteria:

IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a

computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudication of Single Scope Background Investigation (SSBI) or SSBI-PR. The SSBI or SSBI-PR is updated a minimum of every 5 years. Assignment to designated IT-I positions requires U.S. citizenship unless a waiver request is approved by CNO.

IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudication of a Position of Trust National Agency Check with Law and Credit (PT/NACLC). Assignment to designated IT-II positions requires U.S. citizenship unless a waiver request is approved by CNO.

IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudication of a Position of Trust National Agency Check with Written Inquiries (PT/NACI).

6.0 REPORTS, DATA AND DELIVERABLES

Reports, technical data, and computer software delivery requirements shall be specified through use of a Contract Data Requirements List, DD Form 1423, at the individual delivery/task order level.

The contractor shall provide prototype deliverables as specified in individual task orders.

All classified deliverables shall be protected and handled in accordance with standard security practices and procedures.

7.0 SECURITY

The work performed by the Contractor will include access to unclassified and up to Top Secret/incidental Sensitive Compartmented Information (SCI) data, information, and spaces. The contractor will be required to provide individuals with security clearances at the appropriate classification levels, as specified in individual task orders. The Contractor will be required to attend meetings classified up to Top Secret/SCI. The Contractor will require access to Communications Security (COMSEC), and Secure Internet Protocol Router Network (SIPRNet)/Joint Worldwide Intelligence Communications System (JWICS). The contractor shall be North Atlantic Treaty Organization (NATO) briefed and complete the derivative classification training prior to being granted access to SIPRNet/JWICS; training is provided by the facility security officer.

Contractor personnel assigned to this effort who require access to SCI data and spaces must possess a current SSBI with ICD 704 eligibility (which replaced DCID 6/4 eligibility).

Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website contact ssc_fortrav@navy.mil.

As required by National Industrial Security Program Operating Manual (NISPOM) Chapter 1, Section 3, contractors are required to report certain events that have an impact on: 1) the status of the facility clearance (FCL); 2) the status of an employee's personnel clearance (PCL); 3) the proper safeguarding of classified information; 4) or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact (TPOC), the Contracting Specialist, and the Security's COR in addition to notifying appropriate agencies such as Cognizant Security Agency (CSA), Cognizant Security Office (CSO), or Department Of Defense Central Adjudication Facility (DODCAF) when that information relates to the

denial, suspension, or revocation of a security clearance of any assigned personnel; any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

Pursuant to DoDM 5200.01, the contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. The contractor shall disseminate unclassified DoD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

7.1 OPERATIONS SECURITY

OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or Critical Program Information, and therefore all personnel must practice OPSEC. All work is to be performed in accordance with DoD and OPSEC requirements and in accordance with the OPSEC attachment to the DD254.

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5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (SEP 2014)—ALTERNATE II

The order procedures below are provided for informational purposes only. The actual procedures (including response times) may vary according to individual order circumstances.

(a) *Multiple Award Contract (MAC) Ordering Procedures.* It is anticipated that each competitive order will be placed in accordance with the following procedures:

In accordance with FAR 16.505(b)(2)(i)(F), the Government may set aside the competition for orders for small business concerns should the Government determine that the "rule of two" applies (see FAR 19.502-2). If there is only one small business awarded a prime MAC contract (along with large business MAC awardees), then the contracting officer also reserves the right to noncompetitively award an order to that small business concern.

(1) *Requirements Documentation.* Upon identification of a requirement, the cognizant technical code will develop a draft Performance Work Statement (PWS)/Statement of Work (SOW) and other requirements documents (e.g., Contract Data Requirements List (CDRL)) consistent with the technical requirements of this contract and the specific effort. Both level-of-effort (term) and completion type orders may be issued under this contract. Each order will include the order type deemed appropriate by the Government.

(2) *Draft RFP**. The contract specialist will issue a draft Request for Proposals (RFP) to all MAC contractors** which will include, at a minimum, the draft PWS/SOW, anticipated CDRL data items, and the anticipated selection procedures for the order. Contractors are strongly encouraged at this stage to ask questions pertaining to the draft RFP, such as regarding the Government's evaluation strategy, and to provide comments that could potentially help the Government improve the procurement. The time allotted for the submission of questions and/or comments is typically 2 to 5 business days.

*The Government may choose to skip the “Draft RFP” step altogether. In those instances, however, the contractors will still be allowed a question and answer period which will be identified in the RFP.

**Since correspondence is conducted via email, all MAC awardees are strongly encouraged to provide more than one email address to the Government to ensure that multiple contractor POCs receive the Government’s emails. The Government reserves the right to not include large business prime contractors on correspondence relating to orders set aside for small business.

The Government desires more than one offeror to submit a proposal for each order. Contractors are strongly encouraged to provide a preliminary decision as to whether or not they intend to submit a proposal in response to the final RFP. Should a contractor decide not to submit a proposal for the order, the Government may request the contractor to provide documentation to the Government indicating the reason(s) why no proposal is being submitted. Additionally, the contractor is strongly encouraged to indicate if additional time to respond to the final RFP would cause the contractor to submit a proposal, and if so, how much additional time would be required. This initial propose/no-propose decision is strongly encouraged and is due no later than the deadline for questions and/or comments in response to the draft RFP.

(3) *Final RFP.* After the submission time for questions/comments in response to the draft RFP has expired, the Government will issue a final RFP which will contain the finalized requirements documents and selection procedures for the order. All eligible MAC awardees, even those that conveyed intent to not propose, will receive the final RFP. If there were any questions submitted during the draft RFP phase, at the Government’s discretion, pertinent questions and answers (properly sanitized of proprietary information) will be distributed to all eligible MAC contractors along with the final RFP. The time allotted for the submission of proposals is typically 5 to 10 business days.

Contractors that provided an intent-to-propose at the draft RFP stage, and then subsequently decide NOT to submit a proposal, are strongly encouraged to provide the same level of detail as identified above regarding why they are choosing not to submit a proposal. Any subsequent propose/no-propose decision that conflicts with the initial propose/no-propose decision are strongly encouraged to be submitted to the Government as early as possible.

(4) *Source Selection Procedures.* For a given order, the selection procedures will be based on a best value process, whether allowing for a tradeoff process (see FAR 15.101-1) or a low price/cost, or lowest price technically acceptable process (see FAR 15.101-2); however, in accordance with FAR 16.505(b)(1)(ii), FAR 15.3 will not apply. Each RFP will provide instructions to the MAC contractors as to the specific procedures for responding to the RFP and describe what information shall be presented to the Government in order to be considered for award of the order. The Government reserves the right to clarify certain aspects of one or more of the proposals, without contacting all offerors, unless such communication is used to materially alter the technical or cost elements and/or otherwise revise the proposal.

(5) *Evaluation and Award.* The Government will evaluate proposals and make award based on the evaluation criteria set forth in the final RFP. Once an offeror’s proposal has been selected for award, a DD Form 1155 will be executed by the Contracting Officer and sent to the contractor via e-mail or facsimile as notice to begin work. The contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services, or other authorization by the Contracting Officer.

Within a reasonable amount of time (usually within 1 business day) after order award, the name of the awardee and the total value of the order will be provided to all MAC contractors.

(b) *Non-Competitive Ordering Procedures.* It is anticipated that each order awarded to a single award contractor, or to a MAC contractor when a Contracting Officer-approved exception at FAR 16.505(b)(2)(i)(A) through (F) applies, or when making a Contracting Officer-approved award to a small business as outlined above, will be placed in accordance with the following procedures:

(1) *Requirements Documentation.* Upon identification of a requirement, the cognizant technical code will develop a draft PWS/SOW and other requirements documents (e.g., CDRL) consistent with the technical

requirements of the effort. Both level of effort (term) and completion type orders may be issued under this contract. The PWS/SOW will include the order type deemed appropriate by the Government.

After both parties have reached agreement regarding the technical requirements of the PWS/SOW, the contractor and the Contracting Officer's Representative (COR) shall sign and date the final document to signify their common understanding of the order requirements.

(2) *Cost Estimate**. Typically within 1 to 5 business days after signing the PWS/SOW, the contractor will submit to the contract specialist and the COR/COR Support Manager (CSM) a complete cost estimate. The cost estimate shall contain the following information to enable the Contracting Officer to make a determination of cost/price reasonableness:

(i) Individually listed labor categories, direct labor hours, and unburdened hourly labor rates for each labor category. Unless proposing a new labor category not listed in the basic contract, all proposed labor categories should either exactly match, or be mapped to the labor categories identified in the basic solicitation.

(ii) Other Direct Cost (ODC) cost information shall include identification of: 1) material (consumable and non-consumables) purchase description and amount; 2) summary of travel costs to include identification of number of travelers, destination, and duration for each trip and 3) other direct costs not separately identified.

(iii) Actual indirect rates used and note their application.

(iv) Show totals for individual cost elements, as well as the overall total for hours, estimated cost, and cost plus fee. Identify the average hourly labor rate for the overall proposal (computed by dividing total fully burdened labor cost by total labor hours).

(v) If applicable, subcontractor costs, names of subcontractor(s) and type of subcontract(s).

(vi) For proposed personnel, identify the fully burdened hourly labor rate inclusive of all applicable indirect costs and fee.

****These cost estimate elements apply to both competitive and non-competitive orders.***

(3) *Cost Evaluation and Award*. Once the Contracting Officer has reviewed and accepted the contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer and sent to the contractor via e-mail or facsimile as notice to begin work. The contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services, or other authorization by the Contracting Officer. As necessary, the contract administrator or contracting officer will contact the contractor to negotiate costs or minor requirements details before a DD Form 1155 is executed.

(c) *Content*. All orders will include the following elements:

- (1) Effective date of order
- (2) Contract and order numbers
- (3) Type of order (i.e., completion or level-of-effort-term)
- (4) Estimated hours
- (5) Estimated cost, fee or price
- (6) Scope

(7) Inspection and Acceptance Terms

(8) Delivery and/or period of performance (PoP) dates

(9) Place of delivery or performance

(10) Accounting and appropriation data

(11) Other information as appropriate (e.g., COR Designation, Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423).

(12) Each order under a cost-reimbursement contract is deemed to include the clause at FAR 52.232-20 "Limitation of Cost" or 52.232-22 "Limitation of Funds," whichever is applicable.

(d) *Contractor Notification.* The contractor is responsible for immediately notifying the Contracting Officer of any difficulties in performing in accordance with the terms of the order.

(e) *Competition Advocate.* For this contract, the designated order ombudsman is the Navy Competition Advocate General (DASN (AP) as per NMCARS 5206.501). The ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for orders in excess of \$3,000, consistent with procedures in the contract. However, it is not within the designated ombudsman's authority to prevent the issuance of an order or to disturb an existing order. Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Competition Advocate at SSC Pacific, Code 20

(<http://www.public.navy.mil/spawar/Pacific/22000/Pages/ContactUs.aspx>) before taking complaints to the Navy Competition Advocate General.

(End of clause)

5252.222-9201 WORK WEEK (SSC-PAC) (APR 2012) ALTERNATE I (DEC 2013)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center Pacific (SPAWARSYSCEN Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Pacific unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May

Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN Pacific hours are maintained both weeks.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: http://www.cnmc.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnmc_a230767.pdf

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

5252.227-9211 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER
SPAWARSCEN PACIFIC CONTRACTS (NOV 2008)

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

(a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).

- (1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.
- (2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.
- (3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.
- (4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).
- (5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).
- (6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.

(b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see SSCPACINST 5500.1B).

- (1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.
- (2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.
- (3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.

(c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:

- (1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.
- (2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.
- (3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.

(d) Safeguarding of Classified Documents: See SSCPACINST 5500.1B.

(e) Destruction of Classified Documents: See SSCPACINST 5500.1B.

(End of specification)

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

Section D - Packaging and Marking

Packaging and marking information will be specified at the task order level.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

Section F - Deliveries or Performance

PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
Unrestricted MAC Base: 0001 – 0004	From date of award through thirty six (36) months thereafter
Unrestricted MAC Option: 0005 -- 0008	From date of option award through twenty four (24) months thereafter
Small Business MAC Base: 0009 – 0012	From date of award through thirty six (36) months thereafter
Small Business MAC Option: 0013 -- 0016	From date of option award through twenty four (24) months thereafter

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the clause at FAR 52.217-9 “Option to Extend the Term of the Contract.”

(End of text)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 19-SEP-2016 TO 18-SEP-2019	N/A	N/A FOB: Destination	
0002	POP 19-SEP-2016 TO 18-SEP-2019	N/A	N/A FOB: Destination	
0003	POP 19-SEP-2016 TO 18-SEP-2019	N/A	N/A FOB: Destination	
0004	POP 19-SEP-2016 TO 18-SEP-2019	N/A	N/A FOB: Destination	
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I
52.247-34	F.O.B. Destination

APR 1984
NOV 1991

Section G - Contract Administration Data

Electrical Connectors Compliance

If this contract requires the delivery of any electrical connectors, Product Service Code 5935, the contractor affirms that the connectors are compliant with the following:

- a) Buy American Act (41 USC §§ 8301-8305);
- b) Specialty Metals Restrictions (10 U.S.C. 2533b, as implemented by Defense Federal Acquisition Regulation Supplement (DFARS) 225.7003-2);
- c) Prohibition on acquisition of United States Munitions List items from Communist Chinese military companies (Sections 1211 and 1243 of the National Defense Authorization Acts (NDAA) for Fiscal Years (FY) 2006 (Pub. L. 109-163) and 2012 (Pub. L. 112-81), as implemented by DFARS 225.770-2); and
- d) Counterfeit Electronic Part Detection and Avoidance Systems requirements (Section 818(c) of the NDAA for FY 2012 (Pub. L. 112-81), as implemented by DFARS 246.870).

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252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14, 52.232-7)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N66001
Admin DoDAAC	S2404A
Inspect By DoDAAC	Not applicable
Ship To Code	Not applicable
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	HAA50W
Service Acceptor (DoDAAC)	N66001
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	Not applicable
DCAA Auditor DoDAAC	HAA50W
Other DoDAAC(s)	Not applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit

price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

See clause 5252.201-9201 Contracting Officer's Representative at the task order level.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: TBD at the task order level.

Code:

Address:

Phone Number:

E-mail:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall

include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of clause)

5252.216-9209 APPOINTMENT OF ORDERING OFFICER(S) (DEC 1999)

(a) The contracting officer and/or his duly authorized representative at the following activity(ies) are designated as Ordering Officers:

Name: Any warranted contracting officer
Activity: SSC Pacific
Code: 20000
Address: 53560 Hull Street, San Diego, CA 92152-5001

(b) The above individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

(End of clause)

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5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is an indefinite-delivery, indefinite-quantity (IDIQ) contract with a cost-plus-fixed-fee (CPFF) pricing structure.

(End of clause)

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5252.227-9213 PATENT MATTERS POINT OF CONTACT (OCT 2008)

The Point of Contact regarding Patent Matters for this contract is:

OFFICE OF PATENT COUNSEL / CODE 360012
SPAWARSYSCEN
53560 HULL STREET
SAN DIEGO, CA 92152-5001
(619) 553-3001

Do not submit interim and final invention reports to this address. See the clause at 5252.227-9206 for the proper address.

(End of clause)

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <http://www.ecmra.mil>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is TBD at task order level.

(End of text)

Supplemental Wide Area WorkFlow Payment Instructions

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006.

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation

supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

(End of text)

Section H - Special Contract Requirements

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5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the SSC Pacific Security Office (<http://www.public.navy.mil/spawar/Pacific/Pages/VisitorInformation.aspx>) upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SSC Pacific prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SSC Pacific a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)

(a) The Contractor's attention is directed to FAR Subpart 9.5 relating to Organizational Conflicts of Interest (OCI).

(b) The Contractor represents that it will act in good faith and take reasonable steps to identify and disclose to the Contracting Officer any OCI, which exist or which may arise in the implementation of this contract, as soon as they become known or they should have become known to the Contractor. The Contractor represents that if it discovers an OCI or potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate the OCI.

(c) For the purposes of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate and any other successor or assignee of the Contractor.

(d) The Contractor agrees to abide by the provisions of FAR 9.505-4 and will implement appropriate procedures for the proper handling and protection of third party proprietary and competition sensitive information to which it may be given access in the implementation of this contract.

(e) By submitting a proposal in response to this solicitation, an offeror is representing that it and its proposed subcontractors are able to perform the work, as described in the Statement of Work, without violating any current contractual restraints regarding conflicts of interest. Current contract restrictions (i.e., FAR 9.507-2) that preclude or bar an offeror from performing work as described in the Statement of Work will render an offeror ineligible for award.

(f) The Contracting Officer has determined that potentially significant OCI may arise due to the nature of the work the Contractor will perform under this contract. The potential OCI may arise out of the following work: providing systems engineering, providing of evaluation services, and obtaining access to proprietary information. Performance of some task/delivery orders under this contract or

performance under other contracts may result in potential OCI; and that OCI would preclude the Contractor from being awarded task/delivery orders under this contract and future SPAWAR contracts unless the Contractor submits, and the Contracting Officer approves, an acceptable OCI Mitigation Plan. **However, due to the broad scope of the tasking under this contract, it is not possible to sufficiently mitigate potential OCI at the basic contract level. Therefore, in the event potential OCI arise from task/delivery order requirements, the Government intends to implement this clause in the task/delivery order and resolve/mitigate these potential conflicts in accordance with paragraph (g) below.**

- (g) The request for proposal (RFP) for each task/delivery order will require each offeror for that task/delivery order to assert that the requirement does not result in an OCI or submit an OCI Mitigation Plan with the RFP response. At any point in the ordering process, the Contracting Officer may also identify a potential OCI. If the offeror does not assert that the requirement does not result in an OCI or the Contracting Officer identifies a potential OCI, then an OCI Mitigation Plan must be submitted in accordance with the following:
- (1) Government evaluation of OCI Mitigation Plans will not be part of the RFP technical evaluation; however, failure to provide an acceptable mitigation plan shall make the offeror ineligible for award of the task/delivery order. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. This determination may not be appealed.
 - (2) Before the Government determines to withhold an award based on OCI considerations, the offeror will be notified and allowed reasonable opportunity to respond. The Government may provide feedback and concerns to the OCI Mitigation Plan and request additional information regarding the OCI Mitigation Plan or request changes to the OCI Mitigation Plan. A revised OCI Mitigation Plan may be submitted to address the Government's concerns.
 - (3) An OCI Mitigation Plan, if submitted, should address but not be limited to the following information:
 - Identification of the organizational conflict(s) of interest;
 - How the company plans on identifying additional conflicts of interest and tracking potential conflicts of interest;
 - If applicable, how source selection or proprietary information data will be physically or electronically safeguarded (e.g., locked files, safes, etc.);
 - How the individuals working on the contract will be segregated from the rest of the work force and whether they will report through a separate chain of command;
 - If applicable, data security measures, including whether computer workstations dedicated to the contract will be in separate, secure areas and require unique passwords for access;
 - How the company handles improper disclosure of sensitive information and how improper disclosure of sensitive information is communicated to the Contracting Officer;
 - How the OCI Mitigation Plan is included and enforced in all subcontracts, teaming agreements, and other agreements calling for performance of work under the contract;
 - Training of personnel in their non-disclosure and procurement integrity responsibilities, and the penalties the company may impose if sensitive information is disclosed;
 - If applicable, how the company obtains Non-Disclosure Agreements between it and Subcontractors as well as those signed by company employees;
 - If applicable, how the company plans on protecting proprietary information of other companies (i.e., Company to Company agreements);
 - If restrictions are required to avoid OCI issues, state the period of that restriction.
 - (4) Provided that an OCI Mitigation Plan is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, Subcontractor or Consultant on future task/delivery orders or SPAWAR contracts. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

- (5) If the mitigation plan is approved, the Contractor shall implement the mitigation plan, and the mitigation plan shall be an attachment to the task/delivery order.
- (h) If the Contractor was aware of OCI issues prior to an award of an individual task/delivery order or discovered OCI after award of the basic contract and/or task/delivery order, and the contractor fails to disclose them or misrepresents relevant information to the Contracting Officer, the Government may terminate the basic contract and/or the task/delivery order for default, seek to debar the Contractor from Government contracts, or pursue other remedies permitted by law or this contract.
- (i) Unless the Contractor includes an acceptable Subcontractor provision in its mitigation plans, the Contractor shall apply this clause to any subcontract or consultant agreement. If Subcontractors or Consultants under this contract submit an OCI Mitigation Plan that is acceptable to the Government, the Subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, Subcontractor, or Consultant on future SPAWAR contracts.

(End of clause)

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5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

(End of clause)

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5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

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5252.227-9205 RIGHTS IN MASK WORKS (DEC 2002)

(a) *Definitions.*

As defined in 17 U.S.C. §901--

“Semiconductor chip product” is the final or intermediate form of any product--

(A) having two or more layers of metallic, insulating, or semiconductor material, deposited or otherwise placed on, or etched away or otherwise removed from, a piece of semiconductor material in accordance with a predetermined pattern; and

(B) intended to perform electronic circuit functions.

“Mask work” is a series of related images, however fixed or encoded--

(A) having, or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product; and

(B) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product.

(b) For any and every mask work generated in the performance of work under this contract, the contractor grants to the Government a non-exclusive, irrevocable, royalty free, worldwide license to:

(1) reproduce or have reproduced the mask work by optical, electronic, or any other means; and

(2) import or distribute or have imported or distributed a semiconductor chip product in which the mask work is embodied.

(c) The contractor shall include this clause, suitably modified to replace “contractor” with “subcontractor” in all subcontracts, regardless of tier, in which a mask work is likely to be created in the performance of the work under the subcontract. The contractor shall not obtain rights in the subcontractor’s mask works as any part of the consideration for awarding the subcontract.

(d) This license is specific to mask work rights and shall not be construed to broaden any proprietary rights to technical data or computer software.

(End of clause)

5252.227-9206 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)

(a) This contract contains either FAR 52.227-11 "Patent Rights--Ownership by the Contractor" clause and DFARS 252.227-7039 "Patents--Reporting of Subject Inventions" or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)" clause, or FAR 52.227-13 "Patent Rights--Ownership by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

CONTRACT CLOSEOUT / CODE 23100
SPAWARSYSCEN PACIFIC
 53560 HULL STREET
 SAN DIEGO, CA 92152-5001

(d) The *SPAWARSYSCEN Pacific Office of Patent Counsel, Code 360012* will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

(End of clause)

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

5252.227-9215 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not

disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

5252.227-9217 POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE (DEC 2014)

a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.

b. Post-Award Assertions. In addition to the pre-award assertions made in the Attachment pursuant to provision 5252.227-9216, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the same table format for pre-award assertions found at provision 5252.227-9216 and signed by an official authorized to contractually obligate the Contractor

c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software Offeror proposes to deliver under this clause. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government's end user needs.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to deliver OSS while performing under the contract, the Contractor shall follow the same rules as prescribed in provision 5252.227-9216 as for commercial computer software. Additionally, if the Offeror proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) ALTERNATE I (SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Alternate I)

5252.231-9201 ANTICIPATORY COSTS (JAN 1989)

This clause may be used at the task order level

Allowable costs under this contract shall include such costs, incurred by the Contractor in connection with the work covered by this contract during the period from and including [*Contracting officer insert date from which anticipatory costs are to be recognized*] to the date of this contract, as would have been allowable pursuant to the terms of this contract if this contract had been in effect during said period; provided, however, that such costs shall not in the aggregate exceed [*Contracting officer insert maximum amount of anticipatory costs that may be recognized*] which amount is included in the estimated cost of this contract.

(End of clause)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

(a) Definition. As used in this clause, “sensitive information” includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997

52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-00003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	AUG 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7003	Frequency Authorization	MAR 2014
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.246-7008	Sources of Electronic Parts	AUG 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the total balance of the contract ceiling;

(2) Any order for a combination of items in excess of the total balance of the contract ceiling; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not

purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after all task orders issued during the ordering period have expired.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime before the end of the base period, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed an ordering period of five years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014)

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses

to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. The Point of Contact regarding Patent Matters for this contract is Office of Patent Counsel, Code 36000, SPAWAR Systems Center Pacific, 53560 Hull Street, San Diego, CA 92152-5001, 619-553-3001.

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

This clause may be included at the task order level

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____, or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Notwithstanding the language contained in paragraph (c), written consent from the Contracting Officer is required prior to entering into any subcontract over the simplified acquisition threshold that was not initially proposed.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[REDACTED]

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

This clause may be included at the task order level

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ *[Name and address of the contract administration office listed in the contract]*.

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

Submit electronically through Wide Area WorkFlow (WAWF) (see DFARS Clause 252.232-7006.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

<http://acquisition.gov/far/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

http://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
N/A	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
N/A	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued in accordance with the dates specified in Section F of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

This clause may be included at the task order level

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-00013) (MAR 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-00009)(JAN 2015)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
 - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that CAAF and non-CAAF are aware—
- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
 - (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
 - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
 - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
 - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
 - (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
 - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
 - (v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas.
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the

SPOT database in accordance with the timelines established in the SPOT business rules.¹

- (i) In all circumstances, this includes any personnel performing private security functions and CAA.
- (ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

- (A) Hired under contracts valued below the simplified acquisition threshold;
 - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary message Reporting System.
- (3) Follow these steps to register in and use SPOT:

- (i) SPOT registration requires one of the following login methods:

- (A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

- (ii) To register in SPOT:

- (A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

- (iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil>.

- (iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

- (1) Phone: 703-578-5407, DSN 312-698-5407; or
- (2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

- (h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor

¹ Hyperlink to <http://www.acq.osd.mil/log/PS/spot.html>

personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (SEPT 2015)

This clause does not apply at the basic contract level. This clause may be invoked at the task order level for completion contracts over \$20,000,000.

(a) Definitions. As used in this clause--

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$100 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this

clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$100 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$100 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause:

To be determined at the task order level if clause applies.

(2) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

To be determined at the task order level if clause applies.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

This clause may be used at the task order level

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment --, Mission-Essential Contractor Services, dated -----.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use

its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN ALT II (DEVIATION 2016-O0009) (AUG 2016)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2). “Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-

owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iv) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;

- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
 - (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
 - (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a

commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC
(DEVIATION 2016-O0009) (AUG 2016)**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)

(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. The contractor shall not select anything lower. Attachment 2 Class Deviation 2016-O0009 Subcontract Reporting

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as

follows:

- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.
- (ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD Form 254	26	21-AUG-2016
Attachment 3	DFARS 252.227-7017	2	